

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MONSTER ENERGY COMPANY,

Plaintiff,

v.

CANGNAN COUNTY HONGDA CRAFTS
CO., LTD., et al.,

Defendants.

Case No. 24-cv-07529

Judge Jeremy C. Daniel

Magistrate Judge Jeffrey T. Gilbert

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff Monster Energy Company (“Plaintiff” or “MEC”) against the fully interactive, e-commerce store¹ operating under the seller aliases identified on Schedule A attached hereto (the “Seller Aliases”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto (collectively, “Defaulting Defendants”);


This Court having entered upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;






Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and






¹ The e-commerce store URLs are listed on Schedule A hereto under the Online Marketplaces.





Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;





THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars and/or funds from U.S. bank accounts, and have sold products bearing unauthorized copies of the Monster Energy Copyrighted Work (including U.S. Copyright Registration No. VA 1-789-900, VA 1-433-242) and/or using infringing and counterfeit versions of the federally registered Monster Energy trademarks (the “MONSTER ENERGY Trademarks”) to residents of Illinois. A list of the MONSTER ENERGY Trademarks is included in the below chart.

REGISTRATION NUMBER	REGISTERED TRADEMARK
3,057,061 4,036,681 3,044,315 4,036,680 5,820,689 5,661,940 2,903,214	MONSTER ENERGY 

REGISTRATION NUMBER	REGISTERED TRADEMARK
4,051,650	
3,963,669	
3,963,668	
4,011,301	
4,822,675	

REGISTRATION NUMBER	REGISTERED TRADEMARK
3,134,841	 The Monster Energy logo, featuring three black claw marks above the word "MONSTER" in a bold, sans-serif font, with "ENERGY" in a smaller font below it.
3,923,683	 The Monster Energy logo, featuring three black claw marks above the word "MONSTER" in a bold, sans-serif font, with "ENERGY" in a smaller font below it.
3,908,601	 The Monster Energy logo, featuring three black claw marks above the word "MONSTER" in a bold, sans-serif font, with "ENERGY" in a smaller font below it.
3,908,600	 The Monster Energy logo, featuring three black claw marks above the word "MONSTER" in a bold, sans-serif font, with "ENERGY" in a smaller font below it.
3,914,828	 The Monster Energy logo, featuring three black claw marks above the word "MONSTER" in a bold, sans-serif font, with "ENERGY" in a smaller font below it.

REGISTRATION NUMBER	REGISTERED TRADEMARK
4,332,062	
4,660,598	
3,134,842 3,044,314	M MONSTER ENERGY
4,634,053	MONSTER ASSAULT
3,959,457	JAVA MONSTER
3,852,118	LO-CARB MONSTER ENERGY
5,570,782	
5,580,962	
5,551,192	MONSTER ARMY

REGISTRATION NUMBER	REGISTERED TRADEMARK
5,551,230	
5,022,676	
4,865,702	
5,889,011	
6,451,182	MΦNSTER
6,760,278	MONSTER

This Court further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and copyright infringement (17 U.S.C. §§ 106 and 501, *et seq.*).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default, and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the MONSTER ENERGY Trademarks or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Monster Energy product or not authorized by Plaintiff to be sold in connection with the MONSTER ENERGY Trademarks;
 - b. reproducing, distributing copies of, making derivative works of, or publicly displaying the Monster Energy Copyrighted Works in any manner without the express authorization of Plaintiff;
 - c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Monster Energy product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the MONSTER ENERGY Trademarks and/or the Monster Energy Copyrighted Works;
 - d. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;

- e. further infringing the MONSTER ENERGY Trademarks and/or the Monster Energy Copyrighted Work and damaging Plaintiff's goodwill; and
 - f. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the MONSTER ENERGY Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof and/or which bear the Monster Energy Copyrighted Works.
2. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd., and Alibaba.com Singapore E-Commerce Private Limited (collectively "Alibaba"), Amazon.com, Inc. ("Amazon"), Wish US Holdings LLC ("Wish.com"), Walmart Inc. ("Walmart"), Etsy, Inc. ("Etsy"), WhaleCo, Inc. ("Temu"), ByteDance Ltd., TikTok Ltd., TikTok Inc., and TikTok LLC (collectively "TikTok"), and DHgate.com Inc. ("DHgate") (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the MONSTER ENERGY Trademarks and/or which bear the Monster Energy Copyrighted Works.
3. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of fifty thousand dollars (\$50,000) for use of

counterfeit MONSTER ENERGY Trademarks on products sold through at least the Defaulting Defendants' Online Marketplaces.

4. Pursuant to 17 U.S.C. § 504(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of fifty thousand dollars (\$50,000) for willful copyright infringement of the Monster Energy Copyrighted Works.
5. Plaintiff may serve this Order on Third Party Providers, including PayPal, Inc. ("PayPal"), eBay, Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"), Wish.com, Walmart, Etsy, DHgate, Temu, TikTok, and Amazon Pay, by e-mail delivery to the e-mail addresses Plaintiff used to serve the Temporary Restraining Order on the Third Party Providers.
6. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. ("PayPal"), eBay, Alipay, Alibaba, AliExpress, Wish.com, Ant Financial Services Group ("Ant Financial"), Walmart, Etsy, DHgate, Temu, TikTok, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants' Seller Aliases or the Online Marketplaces from transferring or disposing of any funds (up to the statutory damages awarded in Paragraphs 3 and 4 above) or other of Defaulting Defendants' assets.
7. All monies (up to the amount of the statutory damages awarded in Paragraphs 3 and 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, eBay, Alipay, Alibaba, AliExpress, Wish.com, Ant Financial, Walmart, Etsy, DHgate, Temu, TikTok, and Amazon Pay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including PayPal, eBay, Alipay, Alibaba, AliExpress, Wish.com, Ant

Financial, Walmart, Etsy, DHgate, Temu, TikTok, and Amazon Pay, are ordered to release to Plaintiff the amounts from Defaulting Defendants' financial accounts within seven (7) calendar days of receipt of this Order.

8. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, DHgate, Temu, TikTok, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate, Temu, TikTok, and Amazon Pay, shall within seven (7) calendar days:
 - a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 3 to the Declaration of Bruce Kingsland, and any e-mail addresses provided for Defaulting Defendants by third parties;
 - b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. release all monies, up to the above identified statutory damages award, in Defaulting Defendants' financial accounts to Plaintiff's as partial payment of the above-identified damages within seven (7) calendar days of receipt of this Order.
9. In the event that Plaintiff identifies any additional online marketplace accounts, domain names, or financial accounts owned by Defaulting Defendants, Plaintiff may send notice

of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 3 to the Declaration of Bruce Kingsland and any e-mail addresses provided for Defaulting Defendants by third parties.

This is a Final Judgment.

DATED: October 29, 2024

A handwritten signature in black ink, appearing to read 'J. Daniel', written over a horizontal line.

Jeremy C. Daniel
United States District Judge

**Monster Energy Company v. The Partnerships and Cangnan County Hongda Crafts Co., Ltd., et al. -
Case No. 24-cv-07529**

Schedule A

Defendant Online Marketplaces

No	URL	Name / Seller Alias
1	hongdacrafts.en.alibaba.com	Cangnan County Hongda Crafts Co., Ltd.
2	hawkskygifts1388.en.alibaba.com	Dongguan Chengying Printing And Packaging Co., Ltd.
3	dayuancap.en.alibaba.com	Dongguan Dayuan Garment Co., Ltd
4	qixiang1288.en.alibaba.com	Dongguan Qixiang Plastic Products Co., Ltd.
5	landoceanlanyards.en.alibaba.com	Fuzhou Land-Ocean Co., Ltd.
6	desent.en.alibaba.com	Hefei Desent International Trade Co., Ltd.
7	huaianfortune.en.alibaba.com	Huaian Fortune International Co., Ltd.
8	hbyasoo.en.alibaba.com	Hubei Yasoo Industrial Co., Ltd.
9	jacksoncarpet.en.alibaba.com	Jackson Carpet (Qingdao) Co., Ltd.
10	jinggoal.en.alibaba.com	Jinggoal International Limited
11	buycap.en.alibaba.com	Meijiacheng (Dongguan) Garment Accessories Co., Ltd.
12	customisedsportswear.en.alibaba.com	Ningbo Ever-Echo Trading Co., Ltd.
13	xinyugj.en.alibaba.com	Quanzhou Xinyu International Trade Co., Ltd.
14	cnsrrq.en.alibaba.com	Shangrao Ruiqun Clothing Co., Ltd.
15	aigouc.cn.en.alibaba.com	Shenyang Aigou Trading Co., Ltd.
16	szcxwy.en.alibaba.com	Shenzhen Chengxing Packing & Material Co., Ltd.
17	jiuweihu.en.alibaba.com	Shenzhen Nine-Tailed Fox Metal Technology Co., Ltd.
18	xiyuan88.en.alibaba.com	Shenzhen Xiyuan Technology Co., Ltd.
19	aliexpress.com/store/1102777204	Car House Store
20	aliexpress.com/store/1103442150	LENTOS Car Electronics Store
21	aliexpress.com/store/1102893986	Monster Sticker Store
22	DISMISSED	DISMISSED
23	amazon.com/sp?seller=A26J3YJOU81FY9	dezhaoyidianzishangwu
24	amazon.com/sp?seller=A3F43WAVSY5DB1marketplaceID=ATVPDKIKX0DER	FNGEEN
25	DISMISSED	DISMISSED
26	amazon.com/sp?seller=A44TUS9SPQGTI	guangzhouniechengshangmaoyouxiangongsi
27	amazon.com/sp?seller=ABS797I71HOMI	gzzxi
28	DISMISSED	DISMISSED
29	DISMISSED	DISMISSED
30	amazon.com/sp?seller=A1ZZ5JE1ZEFDU5	LiuhaiMingArtPainting

31	amazon.com/sp?seller=A2QKKFNMZ7J82Y	LU-CK
32	amazon.com/sp?seller=A2S8GUTLU6XAVA	Market plicen
33	DISMISSED	DISMISSED
34	DISMISSED	DISMISSED
35	amazon.com/sp?seller=ATLBKDLXTB2PC	ZHUOSHAN
36	dhgate.com/store/21763908	animetravel
37	dhgate.com/store/21788798	biggoosestore
38	dhgate.com/store/21819804	bj9g
39	ebay.com/usr/aobo-530	aobo-530
43	ebay.com/usr/jiayan524	jiayan524homemadesuitshop
44	ebay.com/usr/keep-221	keep-221
45	ebay.com/usr/microheli-store	MICROHELI-STORE
46	ebay.com/usr/salasn_64	salasn_64
47	ebay.com/usr/sdtsboug	sdtsboug
48	ebay.com/usr/shashou_moto	shashou_moto
52	instagram.com/chenshu001/?hl=en	chenshu001
53	DISMISSED	DISMISSED
54	DISMISSED	DISMISSED